RESOLUTION AGREEMENT
Sacramento City Unified School District
OCR Case No. 09-22-1344

The Sacramento City Unified School District (the District), without admitting to any violation of law, agrees to take the actions in this Resolution Agreement (the Agreement) to resolve the technical violation of 34 C.F.R. § 106.44(a) identified by the U.S. Department of Education, Office for Civil Rights (OCR) in the investigation of the above-referenced complaint filed against the District pursuant to Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 *et seq.*, and its implementing regulation at 34 C.F.R. Part 106.

I. Training

A. Timing and Contents

Within 90 days of executing this Agreement, the District will provide training on its Title IX Policies and Grievance Procedures to [redacted content] School (School) employees and contractors responsible for responding to and investigating reports and formal complaints of sexual harassments, including but not limited to the Title IX Coordinator(s), teachers, principals, assistant principals, guidance counselors, and any school resource officers. The training will address the definition of sexual harassment under the Title IX regulations, the obligation of School employees to refer reports and formal complaints of sexual harassment to the Title IX Coordinator, and the School's Title IX obligation to offer supportive measures to students alleged to have been the victims of conduct that could constitute sexual harassment, as defined in the Title IX regulation, and to inform such students (if over the age of 18) or their parent/guardian (if the student is a minor) of the process for filing a formal complaint of sexual harassment under Title IX. The School's training will include a component to assist staff in understanding and implementing the School's Title IX obligations for responding to, resolving, and documenting reports and formal complaints of discrimination based on sex, including sexual harassment and harassment based on sex stereotyping.

B. Reporting

1. Within 30 days of executing this Agreement, the District will provide to OCR, for its review and approval, the name and qualification of its proposed trainer and a copy of all proposed training materials that it will deliver under Section I.A above. Within 60 days of OCR's approval of the training materials, the District will deliver that training to School staff.

2. Within 120 days of executing this Agreement, the District will provide OCR with documentation that it provided the approved training referenced in Section I.A above to the requisite staff, including the dates of the training, its delivery method (e.g., in person, online, or hybrid), the names and job titles of the trainer(s), a copy of any materials used or distributed during the training, and the training survey results.

II. Title IX Memorandum

A. Contents

The District agrees to issue a Title IX Memorandum to its District employees (1) stating the three-part definition of sexual harassment in the Title IX regulations at 34 C.F.R. § 106.30(a) and (2) clarifying that when a District employee witnesses conduct that could meet any one of the three parts of the definition of sexual harassment in a District education program or activity or learns of alleged conduct (e.g., through a report or complaint) that could meet one of the three parts of the definition of sexual harassment in a District education program or activity, this puts the District on actual notice of sexual harassment or allegations thereof. The Title IX Memorandum will explain that when the District has actual knowledge of sexual harassment or allegations thereof under 34 C.F.R. §106.44(a), the District's Title IX Coordinator must promptly contact the parent/guardian of the student alleged to have been harassed (or the student if 18 or older) to discuss the availability of supportive measures, consider the parent/guardian's (or the student's if 18 or older) wishes with respect to such measures, inform the parent/guardian (or student if 18 or older) of the availability of supportive measures with or without the filing of a formal complaint, and explain the process to file a formal complaint of sexual harassment under Title IX. The Title IX Memorandum also will explain that the District's response to actual knowledge of sexual harassment must not be deliberately indifferent (i.e., not clearly unreasonable in light of known circumstances).

The Title IX Memorandum will give District employees the name and contact information of the Title IX Coordinator(s) and will direct employees to notify the Title IX Coordinator when the employee has actual knowledge of conduct that meets or could meet the definition of sexual harassment at 34 C.F.R. §106.30(a). The memorandum also will instruct employees on the recordkeeping obligations at 34 C.F.R. §106.45(b)(10).

B. Reporting

1. Within 30 days of executing this Agreement the District will provide the draft Title IX Memorandum to employees to OCR for its review and approval.

2. Upon approval by OCR, the District will distribute the Title IX Memorandum to all employees within 15 days and will provide OCR with documentation that the memorandum has been distributed within 30 days.

Conclusion

By signing this Agreement, the District agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of the Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement.

The District understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the District is in compliance with the terms of the Agreement and the Title IX statutory and regulatory obligations at issue in the case.

The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the resolution agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below:

By: _____/s/_____ Date: ___01/10/2024_____

Lisa Allen, Interim Superintendent
Sacramento City Unified School District